

# BOWERS LAW LLC

**Attorneys at Law**

102 Main Street, Suite 201, Wadsworth, Ohio 44281 \* phone: (330) 335-2304 fax: (330) 334-4849

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**Hal Bowers**

email [h.bowers@ojuris.com](mailto:h.bowers@ojuris.com)

December 20, 2020

VIA CERTIFIED MAIL RRR  
7019 0700 0000 6546 8340

Attn: DERR Site Coordinator for A.J. Weigand Site  
Ohio EPA - Southeast District Office  
2195 Front St.  
Logan OH 43138

RE: Bluff Terminal Company - Environmental Covenant - A.J. Weigand Site  
Recorded December 4, 2020 - Tuscarawas County Recorder  
OR Volume 1611, Pages 2987-3009

To Whom It May Concern,

In keeping with the instructions of John Boynton, President of Bluff Terminal Company, enclosed is a copy of the recorded Environmental Covenant (the "Covenant") pertaining to the A.J. Weigand Site. The Covenant was recorded in the Tuscarawas County Recorder's Records on December 4, 2020 in OR Volume 1611 at Pages 2987-3009 (deed records).

I trust that this is satisfactory and meets the requirements of recording and service. Should you need any additional information regarding this, please contact the undersigned.

Kind regards,

BOWERS LAW LLC  
Attorneys at Law

Hal Bowers

jk

Enclosure

c: Mr. John Boynton

letters\BluffTerminal\EPA\_LoganOffice12.16

**RECEIVED**

JAN 12 2021

Ohio Environmental  
Protection Agency  
Southeast District

**RECEIVED**

JAN 12 2021

Ohio Environmental  
Protection Agency  
Southeast District

202000013582 12/04/2020 01:35:44 PM  
Filed for Record in TUSCARAWAS County, OH  
Lori L. Smith, Recorder Rec Fees: \$226.00  
DEED  
OR Vol 1611 Pgs 2987 - 3009

**To be recorded with Deed  
Records - ORC § 317.08**

### **ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by Bluff Terminal Company ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described in Item 2 herein ("the Property"), to the activity and use limitations set forth herein. This Environmental Covenant concerns a 9.220-acre Carve-Out area of the Property known as the A.J. Weigand Site.

Whereas, On January 24, 2007, Ohio EPA notified the Owner of outstanding Corrective Action (CA) site-wide requirements resulting from the establishment of a hazardous waste treatment and disposal facility at the Property. On April 10, 2007, U.S. EPA notified the Owner that the facility was added to the RCRA 2020 CA universe.

Whereas, On August 3, 2017, Ohio EPA informed the Owner that the CA requirements were due to the past establishment and operation of the (closed) hazardous waste management unit and requested that the Owner provide information regarding the required milestones and timelines to meet the RCRA 2020 goals.

Whereas, On November 3, 2017, the Owner and their environmental consultant, Burgess & Niple, Inc. (B&N) met with Ohio EPA to discuss the CA requirements and identification of the SWMUs to be addressed.

Whereas, a January 24, 2018 letter identified twelve (12) solid waste management units (SWMUs) at the Property that were listed in a Preliminary Assessment / Visual Site Inspection (PA/VS) of the site conducted by the U.S. EPA on June 20, 1988 and July 28, 1988.

Whereas, On June 3, 2020, Owner submitted a RCRA Investigation Summary Report (RISR) that described the extent of soil and ground water impacts at the site. Risks associated with exposure to Contaminants of Concern (COCs) were evaluated for complete exposure pathways by comparing data to existing regulatory exposure standards, per each pathway.

Whereas, on September 29, 2020, the Director issued a Decision Document for the Property, determining that the voluntary remedial activities taken by the Owner have fulfilled the substantive requirements of closure, post-closure, and corrective actions at



the identified SWMUs of the Property.

Whereas, an environmental covenant to restrict land use to commercial or industrial and maintain the engineering control was determined to be a sufficient control to protect human health risk.

Whereas, the Administrative Record is maintained as the file titled AJ Weigand in the Ohio EPA Southeast District Office, 2195 Front St. Logan OH 43138.

Now therefore, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an Environmental Covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns an approximately 9.220-acre tract of real property within Parcel No. 34-00651-000 (41.49 acres) owned by the Owner, located at 8870 St. Peters Church Road NW, Bolivar, Tuscarawas County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. This Property is owned by Bluff Terminal Company ("Owner"), who is located at P.O. Box 370, Bolivar, OH 44612.

4. Activity and Use Limitations. As part of the remedial action described in the Ohio EPA SB, Owner hereby imposes and agrees to comply with the following activity and use limitations:

- A. The land use within the 9.220-acre Carve-Out area will be restricted to **Commercial / Industrial** to limit duration and frequency of human direct contact exposure to soils.

The Property shall not be used for residential activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers, preschools and (K-12) educational facilities;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.

- B. Upon continuation of current operations at the time of filing of this Environmental Covenant within the 9.220-acre Carve-Out, the



existing concrete floor and underlying membrane liner will remain intact and will not be penetrated. The integrity of the concrete floor will be inspected annually, the condition of which will be documented in the report required by Item 8 below. The underlying membrane liner will be considered to be intact in the event the overlying concrete floor continues to be intact and undisturbed.

C. In the event the current or future Owner of the 9.220-acre Property Carve-Out wishes to demolish and replace the existing building and concrete floor, or build a new occupied structure or add an expansion to the existing building within the 0.2296-acre AUL area, additional measures will be needed to mitigate potential risk exposure.

- (i) Determine the soil gas content within the subsurface through testing. A Work Plan shall be prepared and submitted to Ohio EPA Division of Environmental Response and Revitalization (DERR) that details the number of samples and associated methodology to be used during the investigation. Conduct the sampling and compare analytical results to the latest U.S. EPA RSLs for industrial air in units of micrograms per meter cubed ( $\mu\text{g}/\text{m}^3$ ). Prepare a report detailing the findings of the investigation and submit to Ohio EPA DERR. In the event soil gas concentrations are at or below the applicable exposure limits, no additional risk mitigation measures are needed.
- (ii) In lieu of completing soil gas sampling and analysis, or in the event testing concludes there are unacceptable soil gas concentrations, construction of a new occupied structure or expansion of the existing structure within the AUL area must incorporate a vapor mitigation system and concrete floor. Detailed design plans and specifications shall be submitted to Ohio EPA DERR for approval. Ohio EPA shall be notified prior to initiating construction activities so that regulatory personnel may inspect construction of the vapor mitigation system.

The integrity of the new concrete floor will be inspected annually, the condition of which will be documented in the report required by Item 8 below. The underlying vapor mitigation system will be considered to be intact in the event the overlying concrete floor continues to be intact and undisturbed.

If any event or action by or on behalf of a person who owns an interest in or holds



an encumbrance on the Property, identified in Item 10 below, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within [thirty (30)] days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within [sixty (60)] days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

5. Running with the Land. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this EC, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

6. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

7. Rights of Access. Owner hereby grants to Ohio EPA's authorized representatives the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

8. Compliance Reporting. Owner or any Transferee shall annually submit to Ohio EPA before June 1<sup>st</sup> of each year, written documentation, which complies with the requirements of OAC rule 3745-50-42(B)-(D), verifying that the activity and use limitations set forth herein remain in place and are being complied with in accordance with this Environmental Covenant.

9. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE TUSCARAWAS COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_]. THE



ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING  
ACTIVITY AND USE LIMITATIONS:

- A. LAND USE ON THE 9.220-ACRE CARVE-OUT IS RESTRICTED TO COMMERCIAL/INDUSTRIAL AND PROHIBITS ANY USE FOR RESIDENTIAL PURPOSES.
- B. THE 0.2296-ACRE ACTIVITY USE LIMITATION AREA WITHIN THE 9.220-ACRE CARVE-OUT REQUIRES ENGINEERING CONTROLS TO MITIGATE EXPOSURE TO POSSIBLE VAPOR MIGRATION OF CONTAMINANTS OF CONCERN PREVIOUSLY DOCUMENTED TO BE PRESENT WITHIN THE SUBSURFACE.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

10. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property and that the Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;
- E. that the Owner has identified no other persons that own an interest in or hold an encumbrance on the Property.

11. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, if applicable; and the Director of the Ohio EPA, pursuant to ORC § 5308.82 and 5301.90



and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Tuscarawas County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

14. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Tuscarawas County Recorder's Office. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording and include with the certification a file and date-stamped copy of the Environmental Covenant.

15. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Tuscarawas County Recorder.

16. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA and any other signatories to the Environmental Covenant.

17. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Division of Environmental Response and Revitalization  
Ohio EPA – Central Office  
Lazarus Government Center  
Division of Environmental Response and Revitalization  
PO Box 1049  
Columbus, Ohio 43216-1049  
Attn: DERR Records Management Officer

Or, send electronically to: [records@epa.state.oh.us](mailto:records@epa.state.oh.us)

And

Ohio EPA – Southeast District Office  
2195 Front St.  
Logan OH 43138  
Attn: DERR Site Coordinator for A.J. Weigand Site

As to Owner:

Mr. John Boynton, President  
P.O. Box 370  
Bolivar, Ohio 44612

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.



**IT IS SO AGREED:**

BLUFF TERMINAL COMPANY

John R. Boynton, Pres.  
Signature of Owner

Mr. John Boynton, President  
Printed Name and Title

11/2/20  
Date

State of Ohio                     )  
  )     ss:  
County of Tuscarawas         )

Before me, a notary public, in and for said county and state, personally appeared Mr. John Boynton, President, who acknowledged to me that he did execute the foregoing instrument on behalf of Bluff Terminal Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 2 day of November, 2020

Lise Altmao  
Notary Public                     exp: 4/20/2025



OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson  
Laurie A. Stevenson, Director

11/30/20  
Date

State of Ohio                    )  
  )  
County of Franklin            )       ss:

Before me, a notary public, in and for said county and state, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 30<sup>th</sup> day of November 2020.

William R. Damschroder  
Notary Public

This instrument prepared by:

Sarah M. Miles  
Staff Attorney – Ohio EPA  
50 W. Town Street  
Columbus, OH 43215



WILLIAM R. DAMSCHRODER  
Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.



EXHIBIT A

PROPERTY CARVE-OUT AREA,  
ACTIVITY USE LIMITATION AREA,  
PLAT, AND LEGAL DESCRIPTION





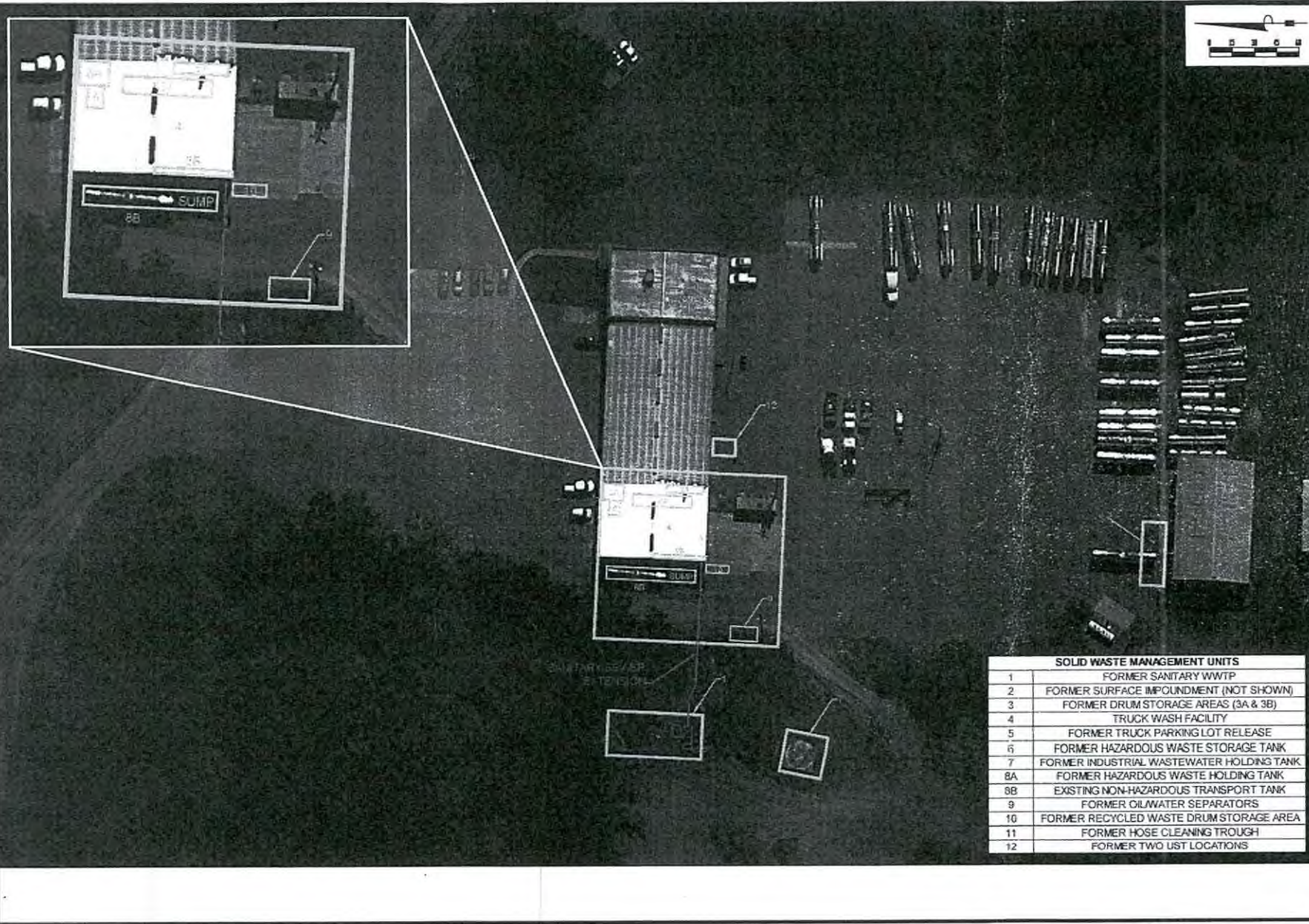
**LEGEND**

— 9.220 ACRE PROPERTY CARVE-OUT

— ACTIVITY USE LIMITATION ON 0.2296 ACRE SITE (PER LEGAL DESCRIPTION AS DEFINED IN ENVIRONMENTAL COVENANT)

<b>BURGESS &amp; NIPLE</b> 6085 REED ROAD COLUMBUS, OHIO 43220			
A.J. WEIGAND BOLIVAR, OHIO PROPERTY CARVE-OUT			
NO.	DESCRIPTION	DATE	
JOB NO: PR55979			
DATE: APR 2020			
DESIGNED BY: MEL			
DRAWN BY: MEL			
CHECKED BY: TJM			
APPROVED BY: -			
SCALE: NOTED			
FIGURE 1			
SHEET: OF			





SOLID WASTE MANAGEMENT UNITS	
1	FORMER SANITARY WWTP
2	FORMER SURFACE IMPOUNDMENT (NOT SHOWN)
3	FORMER DRUM STORAGE AREAS (3A & 3B)
4	TRUCK WASH FACILITY
5	FORMER TRUCK PARKING LOT RELEASE
6	FORMER HAZARDOUS WASTE STORAGE TANK
7	FORMER INDUSTRIAL WASTEWATER HOLDING TANK
8A	FORMER HAZARDOUS WASTE HOLDING TANK
8B	EXISTING NON-HAZARDOUS TRANSPORT TANK
9	FORMER OIL/WATER SEPARATORS
10	FORMER RECYCLED WASTE DRUM STORAGE AREA
11	FORMER HOSE CLEANING TROUGH
12	FORMER TWO UST LOCATIONS

**BURGESS & NIPLE**  
5088 REED ROAD  
COLUMBUS, OHIO 43220

A.J. WEIGAND  
BOLIVAR, OHIO  
RCRA SOLID WASTE  
MANAGEMENT UNIT LOCATIONS

NO.	DESCRIPTION	DATE

JOB NO. PR55678  
DATE: MAR 2019  
DESIGNED BY: TJM  
DRAWN BY: RVZ  
CHECKED BY: TJM  
APPROVED BY: -  
SCALE: NOTED

FIGURE 2



LINE TABLE FOR 100' x 100' AREA (0.2296 AC.)		
LINE	BEARING	DISTANCE
L1	S 88°15'17" E	100.00'
L2	S 03°44'43" W	100.00'
L3	N 88°15'17" W	100.00'
L4	N 03°44'43" E	100.00'

Bluff Terminal Company  
DV. 501, P. 208  
41.49 ac. tr.  
Parcel No. 34-00851.000  
(39.97 ac. per Auditor)

**9.220 AC.**



#### SURVEYOR'S STATEMENT

THIS PLAT OF SURVEY REPRESENTS THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO AS PUBLISHED IN CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRIAN D. BERKSHIRE  
S-8777



BRIAN D. BERKSHIRE, P.S.  
PROFESSIONAL SURVEYOR NO. 8777

#### LEGEND

- 5/8-INCH "OR AS NOTED" IRON PIN (FOUND)
- 1-INCH IRON PIPE (FOUND)
- ▲ IRON PIN (SET)
- ▲ MAG SPIKE (SET)
- P.O.B. PLACE OF BEGINNING

#### DOCUMENTS USED

- 1.) TAX MAPS.
- 2.) DEEDS AS NOTED.
- 3.) SURVEY PLATS.

#### NOTES

- 1.) BEARINGS ARE ORIENTED TO THE STATE PLANE COORDINATE SYSTEM: OHIO NORTH ZONE (3401); HORIZONTAL DATUM: NAD83 (2011).
- 2.) IRON PINS INDICATED (SET) ARE A 5/8-INCH IRON BAR (30-INCHES IN LENGTH) WITH A YELLOW PLASTIC CAP STAMPED "BAIR & GOODIE"

**BAIR, GOODIE AND ASSOCIATES, INC.**  
153 NORTH BROADWAY STREET  
NEW PHILADELPHIA, OH 44863  
TELEPHONE: 330.343.3499 FAX: 330.343.9505  
BERKSHIRE@BAIRGOODIE.COM

PLAT OF SURVEY FOR  
**A.J. WEIGAND**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16

T-10, R-2, TOWNSHIP OF LAWRENCE

COUNTY OF TUSCARAWAS, AND STATE OF OHIO.

SCALE: 1" = 200' DATE: 04/07/2020

FILE ID: 3070A

Since 1972

# Bair, Goodie and Associates, Inc.

CONSULTING ENGINEERS AND SURVEYORS

FRANK E. BAIR, P.S.  
JOHN M. PELTZ, P.E.  
DANIEL L. SMALLWOOD, P.E.  
KAYNE TOUKONEN, P.S.

Main Office  
153 NORTH BROADWAY  
NEW PHILADELPHIA, OHIO 44663

PHONE: 330-343-3499  
FAX: 330-343-9505  
E-MAIL: BairGoodie@  
WEB: BairGoodie.com

April 7, 2020

## DESCRIPTION OF A 9.220 ACRE TRACT

Situated in the Township of Lawrence, County of Tuscarawas, and State of Ohio.

Located in the Northeast Quarter of Section 16, Township 10, Range 2 and being part of a 41.49 acre tract (Parcel No. 34-00651.000) (39.97 acre per Auditor) as conveyed to Bluff Terminal Company as recorded in Deed Volume 501 at Page 208 of the Tuscarawas County Deed Records and being more fully described as follows:

COMMENCING at a 1/2-inch iron pin (found) in the right-of-way of Saint Peters Church Road NW (Township Road 417) at the southeast corner of the Northeast Quarter of Section 16 and the southeast corner of the above referenced 41.49 acre tract;

THENCE leaving said road with a line, North 87 deg. 40 min. 58 sec. West, 455.22 feet to a point;

THENCE with a line passing through said 41.49 acre tract, North 00 deg. 41 min. 16 sec. West, 122.36 feet to an iron pin (set) and the PLACE OF BEGINNING of the tract herein to be described;

THENCE with a line of new division passing through said 41.49 acre tract the following four (4) courses:

- 1.) North 87 deg. 41 min. 35 sec. West, 508.91 feet to an iron pin (set);
- 2.) THENCE North 00 deg. 43 min. 37 sec. West, 483.94 feet to an iron pin (set);



- 3.) THENCE North 31 deg. 07 min, 53 sec. East, 540.06 feet (passing through an iron pin (set) at 513.59 feet) to a mag spike (set) in the right-of-way of Saint Peters Church Road NW (Township Road 419) on the extension of the south line of a 2.09 acre tract as conveyed to Rick Ritenour (Deed Volume 691, Page 722);
- 4.) THENCE with said Saint Peters Church Road NW (Township Road 419) and the extension of the south line of said 2.09 acre tract, South 48 deg. 42 min. 18 sec. East, 91.72 feet to a point at the southwest corner of said 2.09 acre tract and a line of said 41.49 acre tract, said point bears: South 17 deg. 25 min. 19 sec. West, 30 feet from a 5/8-inch iron pin (found);

THENCE continuing with said Saint Peters Church Road NW (Township Road 419) and the south line of said 2.09 acre tract, also being a line of said 41.49 acre tract, South 48 deg. 42 min. 18 sec. East, 239.14 feet to a mag spike (set) at the northwest corner of a 1.52 acre tract as conveyed to Sheila L. Watkins (Official Record 1104, Page 219) and a corner of said 41.49 acre tract;

THENCE leaving said road with the west line of said 1.52 acre tract and an east line of said 41.49 acre tract, South 03 deg. 48 min. 33 sec. West, 282.29 feet (passing through a 3/4-inch iron pin (found) at 30.00 feet and an iron pin (set) at 279.29 feet) to a point on the east side of an AEP Power Pole, said point bears: South 84 deg. 51 min. 11 sec. East, 0.50 feet from the center of said AEP Power Pole;

THENCE with a line of new division passing through said 41.49 acre tract, South 00 deg. 41 min. 16 sec. East, 466.70 feet (passing through an iron pin (set) at 3.00 feet and a 5/8-inch iron pin capped "Bair & Goodie" (found) at 247.58 feet) to the PLACE OF BEGINNING, containing 9.220 acres, more or less, but subject to all legal highways, right-of-ways, and easements.

Bearings are oriented to the State Plane Coordinate System: Ohio North Zone (3401); Horizontal Datum: NAD83 (2011). Iron pins indicated (set) are a 5/8-inch iron bar (30-inches in length) with a yellow plastic cap stamped "Bair & Goodie." Date of Survey: April 2020. Plat and description of survey represents the minimum standards for boundary surveys in the State of Ohio as published in chapter 4733-37 of the Ohio Administrative Code. Plat and description prepared by Brian D. Berkshire, Professional Surveyor No. 8777.



Plat and Description Prepared By:  
Brian D. Berkshire, Professional Surveyor No. 8777

9.220 ac. tr. ~ Closure.txt

Inverse With Area

Thu Apr 9 09:46:36 2020

PntNo	Bearing	Distance	Northing	Easting	Description
PP			343537.61	2248308.42	
	N 87°41'35" W	508.91			
PP			343558.10	2247799.92	
	N 00°43'37" W	483.94			
PP			344042.00	2247793.78	
	N 31°07'53" E	540.06			
PP			344504.28	2248072.99	
	S 48°42'18" E	91.72			
PP			344443.75	2248141.90	
	S 48°42'18" E	239.14			
PP			344285.94	2248321.57	
	S 03°48'33" W	282.29			
PP			344004.27	2248302.82	
	S 00°41'16" E	466.70			
PP			343537.60	2248308.42	

Closure Error Distance> 0.0119 Error Bearing> S 29°14'28" E

Closure Precision> 1 in 220149.3 Total Distance Inversed> 2612.76

Area: 401621.4703, 9.220



Since 1972

# Bair, Goodie and Associates, Inc.

CONSULTING ENGINEERS AND SURVEYORS

FRANK E. BAIR, P.S.  
JOHN M. PELTZ, P.E.  
DANIEL L. SMALLWOOD, P.E.  
KAYNE TOUKONEN, P.S.

*Main Office*  
153 NORTH BROADWAY  
NEW PHILADELPHIA, OHIO 44663

PHONE: 330-343-3499  
FAX: 330-343-9505  
E-MAIL: BairGoodie@  
WEB: BairGoodie.com

April 7, 2020

## DESCRIPTION OF A 100' x 100' AREA (0.2296 ACRES)

Situated in the Township of Lawrence, County of Tuscarawas, and State of Ohio.

Located in the Northeast Quarter of Section 16, Township 10, Range 2 and being part of a 41.49 acre tract (Parcel No. 34-00651.000) (39.97 acre per Auditor) as conveyed to Bluff Terminal Company as recorded in Deed Volume 501 at Page 208 of the Tuscarawas County Deed Records, also being part of a proposed 9.220 acre tract as shown on plat of survey by Brian D. Berkshire, dated 04/07/2020 (File ID: 3070A) and being more fully described as follows:

COMMENCING at a 1/2-inch iron pin (found) in the right-of-way of Saint Peters Church Road NW (Township Road 417) at the southeast corner of the Northeast Quarter of Section 16 and the southeast corner of the above referenced 41.49 acre tract;

THENCE leaving said road with a line, North 87 deg. 40 min. 58 sec. West, 455.22 feet to a point;

THENCE with a line passing through said 41.49 acre tract, North 00 deg. 41 min. 16 sec. West, 122.36 feet to an iron pin (set) at the southeast corner of the above referenced 9.220 acre tract;

THENCE with a line passing through said 41.49 acre tract, also being the south line and a west line of said 9.220 acre tract, the following two (2) courses:

- 1.) North 87 deg. 41 min. 35 sec. West, 508.91 feet to an iron pin (set);
- 2.) THENCE North 00 deg. 43 min. 37 sec. West, 483.94 feet to an iron pin (set);

THENCE with a line passing through said 41.49 acre tract, also being a line passing through said 9.220 acre tract, North 82 deg. 11 min. 08 sec. East, 241.29 feet to the southwest corner of a building and the PLACE OF BEGINNING of the tract herein to be described;

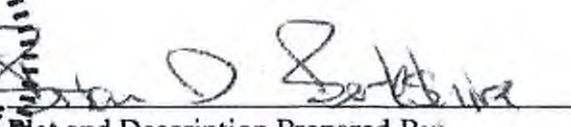
THENCE with the south line of said building, South 86 deg. 15 min. 17 sec. East, 100.00 feet to a point;

THENCE leaving said building with a line passing through said 41.49 acre tract and said 9.220 acre tract the following three (3) courses:

- 1.) South 03 deg. 44 min. 43 sec. West, 100 feet to a point;
- 2.) THENCE North 86 deg. 15 min. 17 sec. West, 100.00 feet to a point;
- 3.) THENCE North 03 deg. 44 min. 43 sec. East, 100 feet to a point and the PLACE OF BEGINNING, containing 0.2296 acres, more or less, but subject to all legal highways, right-of-ways, and easements.

Bearings are oriented to the State Plane Coordinate System: Ohio North Zone (3401); Horizontal Datum: NAD83 (2011). Iron pins indicated (set) are a 5/8-inch iron bar (30-inches in length) with a yellow plastic cap stamped "Bair & Goodie." Date of Survey: April 2020. Plat and description of survey represents the minimum standards for boundary surveys in the State of Ohio as published in chapter 4733-37 of the Ohio Administrative Code. Plat and description prepared by Brian D. Berkshire, Professional Surveyor No. 8777.



  
Plat and Description Prepared By:

Brian D. Berkshire, Professional Surveyor No. 8777



100' x 100' Area (0.2996 acres).txt

Inverse With Area

Thu Apr 9 09:54:10 2020

PntNo	Bearing	Distance	Northing	Easting	Description
PP			344074.81	2248032.82	
	S 86°15'17" E	100.00			
PP			344068.28	2248132.61	
	S 03°44'43" W	100.00			
PP			343968.49	2248126.08	
	N 86°15'17" W	100.00			
PP			343975.02	2248026.29	
	N 03°44'43" E	100.00			
PP			344074.81	2248032.82	

Closure Error Distance> 0.0000

Total Distance Inversed> 400.00

Area: 10000.0000, 0.2296

EXHIBIT B

EXAMPLE OF ANNUAL INSPECTION REPORT  
AND  
OAC 3745-50-42



DERR Records Management Officer  
Ohio EPA – Central Office  
Lazarus Government Center  
Division of Environmental Response and Revitalization  
PO Box 1049  
Columbus, Ohio 43216-1049  
[records@epa.state.oh.us](mailto:records@epa.state.oh.us)

Re: [Year] Annual Report – Activity and  
Use Limitations Per Environmental  
Covenant  
Former A.J. Weigand Site

[Date]

DERR Records Management Officer:

We have prepared this [Year] Annual Report (June [Year] – May [Year]) to verify that the activity and use limitations remain in place and are being complied with in accordance with the Environmental Covenant dated \_\_\_\_\_ that has been filed with the property deed associated with the former A.J. Weigand Property located at 8870 St. Peters Church Road, NW in Bolivar, Tuscarawas County, Ohio. Figure 1 details the site features. This is the [number] Annual Report for the site following filing of the Environmental Covenant with the Tuscarawas County Recorder on \_\_\_\_\_.

The 9.220-acre Carve-Out of the overall 41.49-acre parcel is restricted to commercial/industrial use with no residential use. During [Year], the site continues to be used for commercial/industrial purposes as a [Truck Wash Facility].

A facility inspection was performed on [Date] by [Name, Company]. [Name] interviewed and discussed activities conducted over the past year at the facility with [Name, Title, Company]. As required by the Environmental Covenant, the concrete floor within the existing Truck Wash Facility was inspected and found to be in good condition and in compliance with the Environmental Covenant. The concrete floor had not been penetrated throughout the year. Therefore, the integrity of the underlying membrane liner has been concluded to be intact and in good condition. There were no new occupied structures constructed within the 0.2296-acre Activity Use Limitation Area on the southwest side of the Truck Wash Facility. Based upon the inspection results, no pending issues are required to be addressed before the next inspection, scheduled for [Month Year]. Submittal of this report by June 1<sup>st</sup> fulfills the reporting requirements of the Environmental Covenant.

If you have any questions or comments on this matter, please do not hesitate to call.

Sincerely,

\_\_\_\_\_  
[Name]  
[Title]

Attachment



## **3745-50-42 Signatories to permit applications and reports.**

(A) Applications. All permit applications shall be signed as follows:

(1) For a corporation: By a responsible corporate officer. For the purpose of this rule, a "responsible corporate officer" means either:

(a) A president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy-making or decision-making functions for the corporation.

(b) The manager of one or more manufacturing, production, or operating facilities employing more than two hundred fifty persons or having gross annual sales or expenditures exceeding twenty-five million dollars (in second quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) For a partnership or sole proprietorship: By a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency: By either a principal executive officer or ranking elected official. For purposes of this rule, a principal executive officer of a federal agency may be either of the following:

(a) The chief executive officer of the agency.

(b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator ).

(B) Reports. All reports required by permits and other information requested by the director shall be signed by a person described in paragraph (A) of this rule, or by a duly authorized representative of that person. A person is a duly authorized representative only if all of the following:

(1) The authorization is made in writing by a person described in paragraph (A) of this rule.

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility (a duly authorized representative may thus be either a named individual or any individual occupying a named position).

(3) The written authorization is submitted to the director.

(C) Changes to authorization. If an authorization under paragraph (B) of this rule is no longer accurate because a different individual or position has responsibility for the overall operation of a facility, a new authorization satisfying the requirements of paragraph (B) of this rule shall be submitted to the director prior to or together with any reports, information, or applications to be signed by an authorized representative.



(D) Any person who signs a document under paragraph (A) or (B) of this rule:

(1) Shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(2) Reserved.

Effective:	10/31/2015
Five Year Review (FYR) Dates:	07/01/2015 and 07/01/2020
Promulgated Under:	<u>119.03</u>
Statutory Authority:	<u>3734.12</u>
Rule Amplifies:	<u>3734.12</u>
Prior Effective Dates:	04/15/1981, 05/22/1981 (Emer.), 08/26/1981 (Emer.), 12/02/1981, 08/30/1984, 03/04/1985, 04/01/1990, 03/09/2001, 12/07/2004, 09/05/2010

**BOWERS LAW LLC  
102 MAIN ST STE 201  
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